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78-06

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF DOUGLAS

NO. 4616...
FILED WITH SECRETARY OF STATE
Date Filed 9-11-78
Julia M. Napp
Secretary of State

Arch = 78-525

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF DOUGLAS, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or

*Dated 6-4-79*

highway lighting at the following locations:

US 80 (G Ave.) and 14th Street  
US 80 (G Ave.) and 12th Street  
US 80 (G Ave.) and 11th Street  
US 80 (G Ave.) and 10th Street  
US 80 (10th St.) and F Avenue  
US 80 (10th St.) and A Avenue  
US 80 (A Ave.) and 15th Street

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within

the boundaries of the CITY.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.

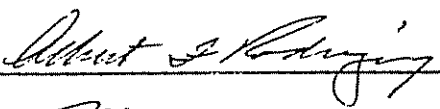
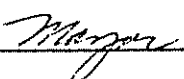
10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

CITY OF DOUGLAS

By:   
Title: 

ATTEST:


  
City Clerk

EXHIBIT "C"

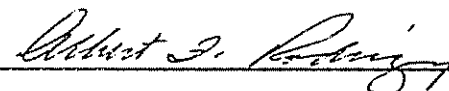
LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF DOUGLAS consummated on 9-11-78 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

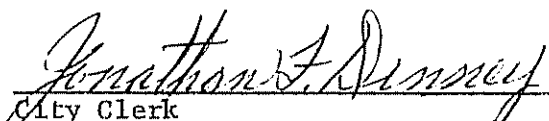
STATE OF ARIZONA  
THE ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

CITY OF DOUGLAS

By:   
Title: Mayor

ATTEST:

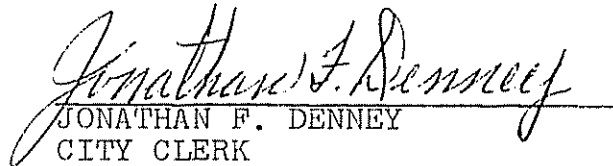
  
City Clerk

Date Signed: 8/31/78

CERTIFICATE OF CITY CLERK

I, Jonathan F. Denney am the duly appointed and acting City Clerk of the City of Douglas, Cochise County, Arizona, and I certify that the following is a true and compared copy of the excerpt of the minutes of the regular meeting of the Mayor and City Council held on July 12, 1978, and of record in the office of the City Clerk and recorded in Minute Book No. 9. "City Engineer Merrill presented a draft of an Intergovernmental Agreement between the State of Arizona, Department of Transportation, and the City of Douglas on Signalized and/or Illuminated Locations on State Highway Systems and also presented a letter from the City Attorney stating the Agreement was in proper form and the Council has the authority to enter into such an Agreement. After discussion, motion was made by Alderman Dellow, seconded by Alderman Larez and unanimously passed, to authorize the Mayor to sign such an Agreement when presented.

Dated at Douglas, Arizona, this 20th day of July, 1978.

  
JONATHAN F. DENNEY  
CITY CLERK  
CITY OF DOUGLAS, ARIZONA

Seal



OFFICE OF THE  
**Attorney General**  
1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

John A. LaSota, Jr.  
~~XXXXXXXXXX~~  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

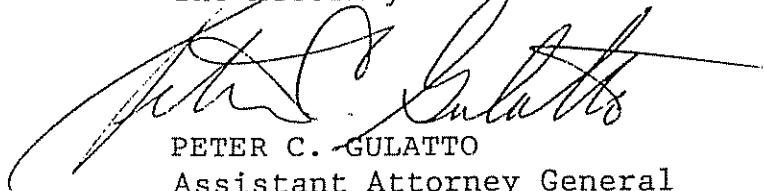
DETERMINATION

A. G. Contract No. 78-575 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 22<sup>nd</sup> day of July-Aug, 1978.

JOHN A. LaSOTA, JR.  
The Attorney General

  
PETER C. GULATTO  
Assistant Attorney General